

Q-0099

05-00

THIS BOOK DOES
NOT CIRCULATE

Resolution offered and moved for adoption by Mr. Sturm,

Seconded by Mrs. Taylor;

approving the New Union Contract as presented effective as of January 1, 1973 and shall remain in effect to and including December 31, 1974, without any reopening date, except as otherwise provided herein.

This Contract not to be delivered to the Union until approved by the State Department.

ROLL CALL:-

Mr. Elliott	<u>Yes</u>
Mr. Gillian	<u>Absent</u>
Mrs. McClain	<u>Absent</u>
Reverend Roberts	<u>Absent</u>
Mr. Sturm	<u>Yes</u>
Mrs. Taylor	<u>Yes</u>
Mrs. Walker	<u>Yes</u>
Mr. Wood	<u>Yes</u>

This is to certify that the above Resolution was approved at the Meeting of the Cape May County Welfare Board on Tuesday, July 10, 1973.

CAPE MAY COUNTY WELFARE BOARD

F. William Cole, Jr., Director

A G R E E M E N T

BETWEEN

CAPE MAY COUNTY WELFARE BOARD

AND

LOCAL NO. 1983

CIVIL AND PUBLIC EMPLOYEES OF WILDWOOD, NEW JERSEY

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES, AFL-CIO

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P R E A M B L E

This Agreement entered into this day of July 1973, y and between the Cape May County Welfare Board, in the State of New Jersey, hereinafter called the Welfare Board and Local No. 1983 Civil and Public employees of Wildwood, New Jersey, International Brotherhood of Painters and llied Trades, AFL-CIO, hereinafter called the Union represents the complete nd final understanding on all bargainable issues between the Welfare Board nd the Union.

A R T I C L E 1

In accordance with the "Certificate of Representation" of the ublic Employment Relations Commission dated April 3, 1973 (Docket No. RO-590), he Welfare Board recognizes the Union as the exclusive collective Negotiating ent for all Employees covered in the aforementioned Certification and more pecifically by Job Titles in Appendix A.

A R T I C L E 2

MANAGEMENT RIGHTS

A. The Welfare Board hereby retains and reserves unto itself, without imition all powers, rights, authority, duties and responsibilities onferred upon and vested in it prior to the signing of this Agreement by the aws and Constitution of the State of New Jersey and of the United States, ncluding, but without limiting the generality of the foregoing, the following ights:

1. To the Executive Management and Administration control of the Welfare oard and it's properties and facilities and the activities of it's Employees.
2. To hire all Employees and subject them to the Provisions of Law, to etermine their qualifications and conditions for continued employment or ssignment and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for ood and just cause according to Law.

B. The exercise of the foregoing powers, rights, authority, duties and esponsibilities of the Welfare Board, adoption of policies, rules, egulations, and practices in furtherance thereof and the use of judgement and iscretion in connection with shall be limited to the extent such specific nd express terms hereof are in conformance with the Constitution and Laws f the State of New Jersey and of the United States.

2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Welfare Board Supervisory Staff and having the matter adjusted without the intervention of the Union.

B. DEFINITION

The term grievance as used herein means any controversy arising over the interpretation or adherence to the terms of this Agreement and may be raised by an individual, the Welfare Board, or the Union.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent, in writing.

STEP ONE

(a) An aggrieved Employee shall institute action under the Provisions hereof by filing, with his immediate Supervisor, within two (2) working days, a written report of the grievance upon a form provided by the Union. Having completed this, an earnest ~~effort~~ report shall be made to settle the difference between the aggrieved Employee and his immediate Supervisor for the purpose of resolving the matter informally. Failure to act within the said two (2) working days shall constitute an abandonment of the grievance.

(b) The Supervisor shall render a decision within two (2) working days of receipt of the grievance.

STEP TWO

(a) In the event a satisfactory settlement has not been reached, the Employee shall, in writing and signed by him, file a formal complaint with the Deputy Director (or his Representative) within two (2) working days following the determination of the immediate Supervisor.

(b) The Deputy Director (or his Representative) shall render a decision in writing within two (2) working days from the receipt of the complaint.

STEP THREE

(a) In the event the grievance has not been resolved at Step two, then within five (5) working days following the determination of the Deputy Director the matter shall be submitted to the Grievance Committee of the Welfare Board.

(b) The Grievance Committee of the Welfare Board shall review the matter and make a determination within ten (10) days from the receipt of the complaint.

(c) The Welfare Board will review the matter and make a determination at it's Meeting following the determination by it's Grievance Committee.

STEP FOUR CIVIL SERVICE

Should the aggrieved Employee be dissatisfied with the decision of the Welfare Board, such Employee may file where appropriate for a Civil Service review of the case in accordance with the Rules of the Department of Civil Service.

P R E A M B L E

This Agreement entered into this day of July 1973, by and between the Cape May County Welfare Board, in the State of New Jersey, hereinafter called the Welfare Board and Local No. 1983 Civil and Public Employees of Wildwood, New Jersey, International Brotherhood of Painters and Allied Trades, AFL-CIO, hereinafter called the Union represents the complete and final understanding on all bargainable issues between the Welfare Board and the Union.

A R T I C L E 1

In accordance with the "Certificate of Representation" of the Public Employment Relations Commission dated April 3, 1973 (Docket No. RO-590), the Welfare Board recognizes the Union as the exclusive collective Negotiating Agent for all Employees covered in the aforementioned Certification and more specifically by Job Titles in Appendix A.

A R T I C L E 2

MANAGEMENT RIGHTS

A. The Welfare Board hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following Rights:

1. To the Executive Management and Administration control of the Welfare Board and it's properties and facilities and the activities of it's Employees.
2. To hire all Employees and subject them to the Provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Welfare Board, adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgement and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Welfare Board of it's rights, powers, authority, duties, and responsibilities under R.S. 44 and R.S. 11 or any other National, State, County or Local Laws or Ordinances.

A R T I C L E 3

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

D. UNION REPRESENTATION IN GRIEVANCE PROCEDURE

1. At the request of the aggrieved Employee, the Shop Steward will participate in the Grievance Procedure at Step One.
2. The Business Representative or the President of the Local Union may participate in the Grievance Procedure.
3. The International Representative, Business Representative or the President of the Local Union and the Chief Shop Steward may participate in the Grievance Procedure at Step Three.

A R T I C L E 4

SENIORITY

Seniority, which is defined as continuous employment with the Welfare Board from the date of last hire, will be given ~~not~~ due consideration by the Welfare Board in accordance with Civil Service Regulations.

In considering Employees for promotion to Job Classifications having a higher rate of pay, the Welfare Board will consider experience, ability, aptitude, attitude, attendance, physical condition, proximity to job location and results of Civil Service Examinations. When all of the aforementioned items are substantially equal, seniority will be the deciding factor.

A R T I C L E 5

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Welfare Board facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have it's representative enter the Welfare Board facilities or premises, it will request such permission from the appropriate Welfare Board Representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of Welfare Board or normal duties of Employees. There shall be no Union business transacted nor Meetings held on Welfare Board time or property.

B. The Welfare Board Employees shall elect a Steward. The Union shall furnish the Welfare Board with the name of the Steward. The Steward shall represent the Union in the settlement of grievances with the Welfare Board.

C. Grievances may be filed with the appropriate Shop Steward during working hours.

A R T I C L E 6

HOURS AND OVERTIME

the normal work

A. All work performed in excess of 35 hours/~~per~~ week shall be paid for at time and one half.

B. Overtime work will be compensated for by the Board, either by granting compensatory time or pay.

C. Overtime shall be distributed on a rotational basis with permanent full time employees receiving first preference.

*RJ
H. H. Miller
1/26/73*

*J. J. Mallon
1/26/73*

A R T I C L E 7

HOLIDAYS

A. The following Holidays shall be recognized:

- | | |
|--------------------------|--------------------------|
| 1. New Years Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. General Election Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

B. Employees who are scheduled to work on the recognized Holidays noted in this article, shall be paid at the rate of straight time for actual hours worked on the Holiday, plus time and one-half for the Holiday as such.

C. In addition to the aforementioned Holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a Holiday by Proclamation or when the Board of Chosen Freeholders of Cape May County declares a Holiday for all County Employees.

D. Those Holidays that fall on Sunday shall be celebrated on the following Monday.

A R T I C L E 8

ADMINISTRATIVE DAYS

Permanent Employees of the Cape May County Welfare Board shall receive two days Leave With Pay per year subject to the following Rules:

1. Administrative Leave must be used within the calendar year and are not accumulative from one year to the next.
2. Request for Administrative Leave must be made in advance of the requested date and cleared through their immediate Supervisor prior to this Leave being granted.
3. Administrative Leave will be granted in the following combinations:

- (2) Whole Days
(1) Whole day and (2) half days

A R T I C L E 9

VACATIONS

A. Current Civil Service approved vacation leave as they are now applied will prevail, i.e. Annual vacation leave with pay shall be earned at the rate of one working day's vacation for each month of service during the remainder of the calendar year following the date of appointment; twelve (12) working days vacation thereafter for every year and up to ten years of service; fifteen (15) working days vacation after the completion of ten years and up to twenty (20) years of service; twenty (20) working days vacation after the completion of twenty (20) years of service. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

A R T I C L E 10

HOSPITALIZATION AND
INSURANCE

A. The Welfare Board shall continue to provide enrollment in the Health Benefits and Insurance program, contracted for by the Cape May County Board of Chosen Freeholders, for all permanent or provisional Employees, and their dependents, who have been on the payroll for two months, at the beginning of the third month of employment.

B. The Welfare Board shall pay the full cost of the foregoing Program.

A R T I C L E 11

SICK LEAVE

A. Amount of Sick Leave

1. The minimum Sick Leave with pay shall accrue to any full-time Employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. Part-time permanent Employees shall be entitled to Sick Leave as established by regulation.

3. Should changes in law permit payment for accumulated Sick Leave upon retirement, the parties agree to open this Agreement upon written request within thirty (30) days to negotiate on this matter.

B. REPORTING OF ABSENCE ON SICK LEAVE

1. If an Employee is absent for reasons that entitle him to Sick Leave, his Supervisor shall be notified promptly as of the Employee's usual reporting time, in those situations where notice must be given prior to the Employees starting time.

(a) Failure to so notify his Supervisor may be cause of denial of the use of sick time for that absence and constitute cause for Disciplinary Action.

(b) Absence Without Notice for five (5) consecutive working days shall constitute a resignation.

C. VERIFICATION OF SICK LEAVE

1. An Employee who shall be absent on Sick Leave for five (5) or more consecutive working days shall be required to submit acceptable Medical Evidence substantiating the illness.

(a) An Employee who has been absent on Sick Leave for periods totalling ten (10) days in one calendar year consisting of periods of less than five (5) days shall submit acceptable Medical Evidence for any additional Sick Leave in that year unless such illness is of a chronic or recurring nature requiring absences of one day or less in which case only one Certificate shall be necessary for a period of six (6) months.

(b) The Appointing Authority may require proof of illness of an Employee on Sick Leave, whenever such requirement seems reasonable. Abuse of Sick Leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease a Certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

4. The Welfare Board may require an Employee who has been absent because of a personal illness, as a condition of his return to duty to be examined, at the expense of the Welfare Board, by a Physician designated by the Welfare Board. Such examinations shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of the other Employees.

A R T I C L E 12

RULING NO. 11

All rights, privileges, prerogatives, duties and obligations of the parties contained in Ruling No. 11 of the Division of Public Welfare, in its present or amended form, should be continued during the life of this Agreement.

A R T I C L E 13

SALARIES AND COMPENSATION

1. A quarterly annual increment system as in effect by the State of New Jersey will be authorized effective January 1, 1973 for all Employees.

2. Effective July 1, 1973 all permanent full time Employees of the Cape May County Welfare Board will be compensated at the State authorized rates for each salary classification -- SEE ATTACHED SCHEDULE.

A R T I C L E 14

BULLETIN BOARDS

Bulletin Boards shall be made available by the Welfare Board. These Bulletin Boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Welfare Director or his representative may have removed from the Bulletin Board any material which does not conform to the intent and provisions of this Article.

A R T I C L E 15

WORK RULES

The Welfare Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

A R T I C L E 16

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the lifetime of this Agreement neither the Union nor any person acting in it's behalf will cause, authorize, or support, nor will any of it's members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or absenteeism in whole or part, from the full, faithful, and proper performance of the Employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Welfare Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Union Member shall entitle the Welfare Board to invoke the following:

Such activity shall be deemed grounds for termination of employment of such Employee or Employees, subject however, to the application of the Civil Service Law.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Welfare Board.

D. Nothing contained herein shall be construed to limit or restrict the Welfare Board in it's right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages or both in the event of such breach by the Union or it's Members.

A R T I C L E 17

NON-DISCRIMINATION

A. There shall be no discrimination by the Welfare Board or the Union against an Employee on account of race, color, creed, sex, or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Welfare Board or any of it's representatives against any of the Employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such Employees on behalf of the Union.

The Union, it's members and agents, shall not discriminate against, interfere with, restrain or coerce any Employee covered by this Agreement who are not members of the Union.

A R T I C L E 18

DEDUCTIONS FROM SALARIES

A. The Welfare Board agrees to deduct from the salaries of it's Employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9 (e) as amended. Said monies together with the records of any correction shall be transmitted to the Union Office by the fifteenth (15) of each month following the monthly pay period in which said deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Welfare Board written notice prior to the effective date of such change and shall furnish to the Welfare Board new authorizations from it's members showing the authorized deduction for each Employee.

C. The Union will provide the necessary "Check-Off Authorization" form and deliver the signed forms to the Welfare Board. The Union shall indemnify, defend and save harmless the Welfare Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Welfare Board in reliance upon salary deduction authorization cards submitted by the Union to the Welfare Board.

A R T I C L E 19

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of Law or by a jury or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

A R T I C L E 20

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

A R T I C L E 21

TERM AND RENEWAL

This Agreement shall be in full force effective as of January 1, 1973 and shall remain in effect to and including December 31, 1974, without any reopening date, except as otherwise provided herein.

This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety days prior to the expiration date of this Agreement of a desire to change or modify or terminate this Agreement.

In Witness Whereof, the Parties Hereto Have Hereunto Set Their Hands And Official Seals At Cape May County, New Jersey On The Twenty Day of July 1973.

Local No. 1983
Civil and Public Employees
of Wildwood, New Jersey
International Brotherhood
of Painters and Allied Trades
AFL-CIO

BY: Robert J. McKee

ATTEST: Alice R. La Rosa

The Cape May County Welfare Board
Cape May Court House, New Jersey

BY: Ray Bellini
ATTEST: Frank Mason DIRECTOR

Reviewed and Approved by the
Division of Public Welfare
New Jersey Department of Institutions
and Agencies

G. Thomas Riti
G. Thomas Riti, Acting Director

Frank Mason
Frank Mason, Director
Office of Employee Relations
Governor's Office

Dated: July 26, 1973

CAPE MAY COUNTY WELFARE BOARD

SALARY RANGES --- Plan B

Effective July 1, 1973

<u>TITLE</u>	<u>RANGE NO.</u> <u>(PLAN B.)</u>	<u>SALARY RANGE</u> <u>(Plan B.)</u>
Clerk Typist		
Clerk Bookkeeper	A05	\$ 5,061-\$ 6,832.
Homemaker		
Senior Clerk	A07	\$ 5,580-\$ 7,533.
Senior Clerk Typist		
Principal Clerk Bookkeeper	All	\$ 6,783-\$ 9,156.
Head Clerk Bookkeeper	A15	\$ 8,245-\$11,129.
Welfare Aide	All	\$ 6,783-\$ 9,156.
Case Worker		
Investigator, CWB	A16	\$ 8,657-\$11,688.
Supervisor of Case Work	A20	\$10,523-\$14,205.
